

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 323

BY EDUCATION COMMITTEE

AN ACT

1 RELATING TO EDUCATION; AMENDING SECTION 33-515, IDAHO CODE, TO PROVIDE THAT
2 CERTAIN STAFF MAY NOT BE PLACED ON A RENEWABLE CONTRACT STATUS, TO PRO-
3 VIDE AN EXCEPTION AND TO PROVIDE A CORRECT CODE REFERENCE.
4

5 Be It Enacted by the Legislature of the State of Idaho:

6 SECTION 1. That Section 33-515, Idaho Code, be, and the same is hereby
7 amended to read as follows:

8 33-515. ISSUANCE OF RENEWABLE CONTRACTS. (1) During the third full
9 year of continuous employment by the same school district, including any
10 specially chartered district, each certificated employee named in subsec-
11 tion ~~(1624)~~ of section 33-1001, Idaho Code, and each school nurse and school
12 librarian shall be evaluated for a renewable contract and shall, upon hav-
13 ing been offered a contract for the next ensuing year, and upon signing and
14 timely returning a contract for a fourth full year, be placed on a renewable
15 contract status with said school district entitling such individual to the
16 right to automatic renewal of contract, subject to the provisions included
17 in this chapter, provided that instructional staff who have not obtained
18 a professional endorsement under section 33-1201A, Idaho Code, may not be
19 placed on a renewable contract status provided however, if the career ladder
20 pursuant to section 33-1004B, Idaho Code, is not funded, then a professional
21 endorsement shall not be required.

22 (2) At least once annually, the performance of each renewable contract
23 certificated employee, school nurse, or school librarian shall be evaluated
24 according to criteria and procedures established by the board of trustees in
25 accordance with general guidelines approved by the state board of education.
26 Such an evaluation shall be completed no later than May 1 of each year. The
27 evaluation shall include a minimum of two (2) documented observations, one
28 (1) of which shall be completed prior to January 1 of each year.

29 (3) Any contract automatically renewed under the provisions of this
30 section may be renewed for a shorter term, longer term or the same length
31 of term as stated in the current contract and at a greater, lesser or equal
32 salary as that stated in the current contract. Absent the board's applica-
33 tion of a formal reduction in force, renewals of standard teacher contracts
34 may be for a shorter term, longer term or the same length of term as stated
35 in the current standard teacher contract and at a greater, lesser or equal
36 salary, and shall be uniformly applied to all employees based upon the dis-
37 trict's adopted salary schedule to the extent allowable in section 33-1004E,
38 Idaho Code.

39 (a) Contracts issued pursuant to this section shall be issued on or be-
40 fore the first day of July each year.

41 (b) At the discretion of the board, the district may issue letters of
42 intent for employment for the next ensuing school year to renewable

1 contract status employees during May of each school year. Such let-
2 ter of intent shall not state a specific duration of the contract or
3 salary/benefits term for the next ensuing school year.

4 (c) Unless otherwise negotiated and ratified by both parties pursuant
5 to sections 33-1271, et seq., Idaho Code, standard teacher renewals for
6 terms shorter in length than that stated in the current standard con-
7 tract of renewable certificated employees, should be considered and im-
8 plemented only after the district has determined that the salary-based
9 apportionment reimbursement that it estimates it will receive for the
10 ensuing school year is less than the sum the district would otherwise be
11 paying for salaries for certificated professional employees.

12 (4) Nothing in this section shall prevent the board of trustees from of-
13 fering a renewed contract increasing the salary of any certificated person,
14 or from reassigning an administrative employee to a nonadministrative posi-
15 tion with appropriate reduction of salary from the preexisting salary level.
16 In the event the board of trustees reassigns an administrative employee to a
17 nonadministrative position, the board shall give written notice to the em-
18 ployee which contains a statement of the reasons for the reassignment. The
19 employee, upon written request to the board, shall be entitled to an informal
20 review of that decision. The process and procedure for the informal review
21 shall be determined by the local board of trustees.

22 (5) Before a board of trustees can determine not to renew for reasons of
23 an unsatisfactory report of the performance of any certificated person whose
24 contract would otherwise be automatically renewed, such person shall be en-
25 titled to a reasonable period of probation. This period of probation shall
26 be preceded by a written notice from the board of trustees with reasons for
27 such probationary period and with provisions for adequate supervision and
28 evaluation of the person's performance during the probationary period. Such
29 period of probation shall not affect the person's renewable contract status.
30 Consideration of probationary status for certificated personnel is consid-
31 eration of the status of an employee within the meaning of section 67-2345,
32 Idaho Code, and may be held in executive session. If the consideration re-
33 sults in probationary status, the individual on probation shall not be named
34 in the minutes of the meeting. A record of the decision shall be placed in the
35 teacher's personnel file.

36 (6) If the board of trustees takes action to immediately discharge
37 or discharge upon termination of the current contract a certificated per-
38 son whose contract would otherwise be automatically renewed, the action
39 of the board shall be consistent with the procedures specified in section
40 33-513(5), Idaho Code, and furthermore, the board shall notify the employee
41 in writing whether there is just and reasonable cause not to renew the con-
42 tract or to reduce the salary of the affected employee, and if so, what
43 reasons it relied upon in that determination.

44 (7) If the board of trustees takes action after the declaration of a fi-
45 nancial emergency pursuant to section 33-522, Idaho Code, and such action is
46 directed at more than one (1) certificated employee, and if mutually agreed
47 to by both parties, a single informal review shall be conducted. Without
48 mutual consent of both parties, the board of trustees shall use the follow-
49 ing procedure to conduct a single due process hearing within sixty-seven

1 (67) days of the declaration of financial emergency pursuant to section
2 33-522(2), Idaho Code, or on or before June 22, whichever shall occur first:

3 (a) The superintendent or any other duly authorized administrative of-
4 ficer of the school district may recommend the change in the length of
5 the term stated in the current contract or reduce the salary of any cer-
6 tificated employee by filing with the board of trustees written notice
7 specifying the purported reasons for such changes.

8 (b) Upon receipt of such notice, the board of trustees, acting through
9 its duly authorized administrative official, shall give the affected
10 employees written notice of the reductions and the recommendation of
11 the change in the length of the term stated in the current contract or
12 the reduction of salary, along with written notice of a hearing be-
13 fore the board of trustees prior to any determination by the board of
14 trustees.

15 (c) The hearing shall be scheduled to take place not less than six (6)
16 days nor more than fourteen (14) days after receipt of the notice by the
17 employees. The date provided for the hearing may be changed by mutual
18 consent.

19 (d) The hearing shall be open to the public.

20 (e) All testimony at the hearing shall be given under oath or affirma-
21 tion. Any member of the board, or the clerk of the board of trustees, may
22 administer oaths to witnesses or affirmations by witnesses.

23 (f) The employees may be represented by legal counsel and/or by a repre-
24 sentative of a local or state education association.

25 (g) The chairman of the board of trustees or the designee of the chair-
26 man shall conduct the hearing.

27 (h) The board of trustees shall cause an electronic record of the hear-
28 ing to be made or shall employ a competent reporter to take stenographic
29 or stenotype notes of all the testimony at the hearing. A transcript of
30 the hearing shall be provided at cost by the board of trustees upon re-
31 quest of the employee.

32 (i) At the hearing, the superintendent or other duly authorized admin-
33 istrative officer shall present evidence to substantiate the reduction
34 contained in such notice.

35 (j) The employees may produce evidence to refute the reduction. Any
36 witness presented by the superintendent or by the employees shall be
37 subject to cross-examination. The board of trustees may also examine
38 witnesses and be represented by counsel.

39 (k) The affected employees may file written briefs and arguments with
40 the board of trustees within three (3) days after the close of the hear-
41 ing or such other time as may be agreed upon by the affected employees
42 and the board of trustees.

43 (l) Within seven (7) days following the close of the hearing, the board
44 of trustees shall determine and, acting through its duly authorized ad-
45 ministrative official, shall notify the employees in writing whether
46 the evidence presented at the hearing established the need for the ac-
47 tion taken.

48 The due process hearing pursuant to this subsection shall not be required if
49 the board of trustees and the local education association reach an agreement
50 on issues agreed upon pursuant to section 33-522(3), Idaho Code.

1 (8) If the board of trustees, for reasons other than unsatisfactory
2 service, for the ensuing contract year, determines to change the length of
3 the term stated in the current contract, reduce the salary or not renew the
4 contract of a certificated person whose contract would otherwise be automat-
5 ically renewed, nothing herein shall require a probationary period.

6 (9) If the board of trustees, for reasons other than unsatisfactory
7 service, for the ensuing contract year, determines to change the length
8 of the term stated in the current contract or reduce the salary of a cer-
9 tificated person whose contract would otherwise be automatically renewed,
10 nothing herein shall require any individualized due process proceeding. In
11 such circumstance, the board shall hold a single informal review for all im-
12 pacted employees. The process and procedure for the single informal review
13 shall be determined by the local board of trustees.